

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
Post Office Box 547, Nolensville, Tennessee 37135

RESOLUTION #03-07

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE NOLENSVILLE
VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Town Of Nolensville entered into an agreement on August 14, 1997, with the Nolensville Volunteer Fire Department, to provide fire fighting service to the Town of Nolensville, and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. The Mayor is authorized to enter into an agreement with the Nolensville Volunteer Fire Department.

SECTION 2. This said agreement is attached hereto and is made a part of this Resolution.

RESOLVED this 21st day of July, 2003.

Charles F. Knapper, Mayor

Cindy Lancaster, Town Recorder

Passed: _____

AGREEMENT

Parties. This agreement executed this ____ day of _____, 2003, by and between the Town of Nolensville, Tennessee, a Municipal Corporation under the laws of the State of Tennessee, (hereinafter Athe Town@) and Nolensville Volunteer Fire Department, (hereinafter Athe Department@), a non-profit corporation, organized and existing under the laws of the State of Tennessee. The express intent of both of these parties is that the Department will be an independent contractor.

Authority. The Department is organized pursuant to the authority of T.C.A. 7-38-101 et. seq. which permits individuals to form private Departments for fire fighting purposes. The Town has authority under its charter to enter into contracts to establish fire protection.

Services to be Provided. The Department agrees to provide fire fighting services to all areas and locations within the municipal boundary of Nolensville, Tennessee. The Department will have the authority to enter upon any private property within the Town of Nolensville for the purposes of making investigation and inspection in any manner authorized by ordinance or State Laws.

The Nolensville Volunteer Fire Department shall have as its objectives:

To prevent uncontrolled fires from starting.

To prevent the loss of life and property because of fires.

To confine fires to their places of origin.

To extinguish uncontrolled fires.

To prevent loss of life form asphyxiation or drowning.

To perform such rescue work as its equipment and/or the training of its personnel makes

practicable.

To provide emergency medical care at the highest level that the equipment and training of the personnel makes practicable.

To provide fire code enforcement and inspections as directed by the Town within the scope of the adopted fire codes and related ordinances.

To serve as the emergency management agency of the Town.

To protect the health and safety of the citizens from the transportation, storage, or manufacture of hazardous materials to the extent possible that the level of equipment and training will allow.

To work with the water department to insure that adequate water supplies for fire protection are available.

To provide public fire education materials and information to the citizens in order that they may protect themselves from harm.

4. Payment for Services. In consideration for all the services provided for in section 3 hereof, the board of mayor and aldermen shall provide for the operation of the volunteer fire department in its annual budget. These sums, after being appropriated, will be paid on a monthly basis. The Town=s contribution to the Nolensville Volunteer Fire Department=s total budget will initially be the sum of \$ 32,000.00 per annum to be paid in equal monthly installments of \$ 2,666.67 per month. The Nolensville Volunteer Fire Department will provide to the Town a copy of their proposed budget on an annual basis in time to allow the Town to consider this information in constructing the Town=s budget. The Nolensville Volunteer Fire Department will provide the Town with a quarterly revenues and expense

statement and an annual revenues and expense statement at the end of the Nolensville Volunteer Fire department=s fiscal year. The Nolensville Volunteer Fire Department will provide the Town a quarterly report of the number and types of service calls made within the boundaries of the Town of Nolensville. Any increase in the Town=s contribution to the Nolensville Volunteer Fire Department shall be agreed upon by the parties in writing and shall be reflected in a written and executed amendment to this Agreement.

5. Insurance. The Department will maintain liability insurance in a sum not less then One Million (\$1,000,000.00) Dollars and will indemnify and hold the Town harmless from any liability related to the Department=s activities. The Nolensville Volunteer Fire Department will identify the Town of Nolensville as additional insured on the liability policy provided herein.
6. Section on Municipal Ordinances. Any ordinance adopted by the Town for fire protection or for fire prevention will be adhered to by the Department. The Department will also be authorized to enforce all such ordinances or Town regulations.
7. No Competition Clause. The Town agrees not to complete by establishing or by funding a municipal fire department so long as the Department is fulfilling its responsibility under this Agreement.
8. Rules and Regulations. The Department shall promulgate such rules and regulations for the operation and conduct of fire fighting services as it may deem necessary and proper. The Department shall cause an up to date copy of all its rules and regulations to be deposited with the recorded of the Town.

4. Boundaries and Territory. Both the Department and the Town understand that the Department may also adopt mutual aid agreements with other fire fighting agencies, companies, or municipalities to increase the available protection in each of the areas of mutually covered and that included in this plan may be an agreement to provide fire services beyond the Nolensville Town limits.
5. Term of Contract. This contract may be terminated by either party hereto by giving one years written notice to the other party, or earlier than one year by mutual agreement.

Witness our hand this _____ day of _____, 2003.

Mayor

Fire Chief